

AGREEMENT
BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND
THE CABINET OF MINISTERS OF THE REPUBLIC OF
AZERBAIJAN
CONCERNING COOPERATION IN PREVENTING THE
PROLIFERATION OF WEAPONS OF MASS DESTRUCTION

The Department of Defense of the United States of America (DOD) and the Cabinet of Ministers of the Republic of Azerbaijan (COM), hereinafter referred to as the Parties;

Desiring to prevent the proliferation of weapons of mass destruction and related technology and materials through Azerbaijan;

Desiring to enhance the border security of the Republic of Azerbaijan in order to prevent the unauthorized transfer and transportation of weapons of mass destruction and related technology and materials;

And seeking to implement the provisions of the Agreement between the Government of the United States of America and the Government of the Republic of Azerbaijan Concerning Cooperation in the Area of Counterproliferation of Weapons of Mass Destruction and Defense activities of September 28, 1999, hereinafter referred to as the Umbrella Agreement, with respect to border security activities related to the prevention of proliferation and unauthorized

transfer and transportation of weapons of mass destruction and related technology and materials;

Have agreed as follows:

Article I

- 1) In order to assist the Republic of Azerbaijan in preventing the proliferation of weapons of mass destruction (WMD) and related technology and materials by enhancing its border security, DOD and its authorized implementing agents may provide to the COM and its authorized implementing agents, technical assistance in the form of equipment, supplies, materials, technology, training, and services, in accordance with the terms of this Agreement.
- 2) Pursuant to the terms of this Agreement, DOD may provide to COM or its authorized implementing agent assistance for the purposes of enhancing border security in order to prevent, detect, deter and interdict the trafficking of WMD and related technologies and materials in Azerbaijan. Such assistance may include but is not limited to:
 - A) Development of new border security related infrastructure and capabilities or upgrade of existing border security related infrastructure and capabilities through the provision of equipment, supplies, systems support and training;
 - B) Enhancement of border surveillance capability;
 - C) Establishment of an interagency command and control capability; and
 - D) Other types of assistance agreed to by the Parties in writing.
- 3) The COM and its authorized implementing agents shall use all equipment, supplies, materials,

technology, training, and services provided in accordance with this Agreement for the purpose of preventing the proliferation of WMD and related technology and materials through enhanced border security.

- 4) DOD shall not be held responsible for any failure by COM or its authorized implementing agents to use properly any assistance provided pursuant to this Agreement or for any failure of such assistance to provide intended levels of performance.

Article II

- 1) Each Party to this Agreement may, following written notification to the other Party, delegate responsibilities for the implementation of this agreement to other agencies, departments, or units of their respective governments.
- 2) Each Party to this Agreement shall have the right, following written notification to the other Party, to designate a technical liaison representative or representatives for material, training and services provided pursuant to this Agreement.

Article III

The total cost to DOD of all equipment, supplies, materials, technology, training, and services provided pursuant to this Agreement and associated expenses, including costs related to the transportation of equipment, supplies, materials, and personnel to and from the Republic of Azerbaijan, shall not exceed ten million U.S. dollars.

Article IV

As appropriate, the Parties and their authorized agents may enter into implementing agreements and arrangement to carry out provisions of this

Agreement. The terms of this Agreement shall apply to any kind of assistance provided by DOD under such arrangements and to all personnel and activities required for the implantation of such arrangements. In the event of any inconsistencies between this Agreement and any such further arrangements, the provisions of this Agreement shall prevail.

Article V

- 1) COM or its authorized implementing agent shall coordinate with other appropriate Republic of Azerbaijan Government agencies and organizations to ensure that equipment, supplies and materials provided to the Republic of Azerbaijan under this Agreement are afforded priority processing to allow prompt delivery to the agencies within the Republic of Azerbaijan. COM or its authorized implementing agent shall coordinate with the appropriate government agencies or organizations to ensure appropriate security measures are provided for DOD personnel, contractors and equipment at those facilities associated with work under this Agreement.
- 2) COM or its authorized implementing agent shall facilitate the examination by the appropriate ministries and agencies of the Republic of Azerbaijan of all equipment, supplies and materials received pursuant to this Agreement and provide confirmation of their acceptability to DOD within ten days of receipt of the results of such examinations. Equipment, supplies and materials failing to conform to agreed specifications shall be returned, at the expense of DOD, to the United States of America through the Embassy of the United States in Baky within thirty days for replacement.
- 3) COM or its authorized implementing agent shall cooperate with DOD annually to develop a plan describing the underlying assumptions, requirements, responsibilities, and utilization of equipment for each project being undertaken

pursuant to this Agreement, and the COM or its authorized implementing agent shall certify each such plan as accurate.

- 4) COM or its authorized implementing agent shall acquire title to and provide all real property and secure all land use permits and environmental licenses necessary for DOD to provide assistance.

Article VI

- 1) This Agreement and all activities undertaken pursuant to this Agreement shall be subject to and governed by the provisions of the Umbrella Agreement.
- 2) In addition to the audit and examination rights pursuant to Article XIII of the Umbrella Agreement, DOD representatives shall have the right to monitor the implementation of the terms of contracts and the progress of work performed under this Agreement, at facilities on the territory of the Republic of Azerbaijan.

Article VII

This Agreement shall enter into force upon signature by the Parties and shall remain in force for the duration of the Umbrella Agreement. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so.

In witness whereof the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Baky, this 2nd day of January, 2004, in duplicate, each in the English and Azerbaijani languages, both texts being equally authentic.

FOR
THE DEPARTMENT OF DEFENSE
OF THE
UNITED STATES OF AMERICA

FOR
THE CABINET OF MINISTERS
OF THE
REPUBLIC OF AZERBAIJAN



